

Deed of Dedication and Restrictive Covenants

Carriage Crossing

Blocks 1 Thru 6

(Please see Amendment for deletions and replacements)

KNOW ALL MEN BY THESE PRESENTS:

THAT, EAGLE POINTE RESIDENTIAL DEVELOPMENT CORPORATION, an Oklahoma Corporation, being the owners in fee simple of the real estate and premises hereinafter described, "CARRIAGE CROSSING", situated in Tulsa County, State of Oklahoma, and described as follows:

A tract of land in Section 36, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the official U.S. Government Survey thereof; more particularly described as follows:

Beginning at the Southeast corner of the SW/4 of Section 36, Township 19 North, Range 14 East, Tulsa County, State of Oklahoma; Thence S89°51'10"W along the South line of said Section 36, a distance of 457.66 feet; Thence N00°08'50"W, a distance of 139.64 feet; Thence along a curve to the right having a central angle of 11°31'41" and a radius of 1103.97 feet, a distance of 222.12 feet; Thence N65°16'54"W, a distance of 729.85 feet; Thence along the curve to the left having a central angle of 09°49'28" and a radius of 1163.97 feet, a distance of 199.59 feet; Thence N33°24'39"W, a distance of 74.00 feet; Thence Due North, a distance of 135.00 feet; Thence N43°26'09"W, a distance of 153.28 feet; Thence N25°30'16"W, a distance of 320.54 feet; Thence N24°45'41"E, a distance of 139.26 feet; Thence N89°55'22"E, a distance of 421.61 feet; Thence N00°03'01"W, a distance of 100.34 feet; Thence N89°56'59"E, a distance of 120.00 feet; Thence S00°03'01"E, a distance of 20.00 feet; Thence along a curve to the left having a central angle of 17°14'37" and a radius of 150.00 feet, a distance of 45.14 feet; Thence S19°29'44"W, a distance of 37.41 feet; Thence S25°30'16"E, a distance of 60.00 feet; Thence S64°29'44"W, a distance of 37.80 feet; Thence S19°29'44"W, a distance of 35.36 feet; Thence S25°30'16"E, a distance of 95.00 feet; Thence along a curve to the left having a central angle of 16°34'00" and a radius of 791.12 feet, a distance of 228.75 feet; Thence S42°04'16"E, a distance of 61.52 feet; Thence S87°04'16"E, a distance of 35.36 feet; Thence N47°55'44"E, a distance of 50.00 feet; Thence S42°04'16"E, a distance of 160.00 feet; Thence N48°05'21"E, a distance of 55.73 feet; Thence N48°38'14"E, a distance of 72.76 feet; Thence N51°03'56"E, a distance of 270.00 feet; Thence N31°40'12"E, a distance of 41.07 feet; Thence N89°54'53"E, a distance of 110.00 feet; Thence N00°05'07"W, a distance of 45.00 feet; Thence N89°54'53"E, a distance of 170.00 feet; Thence S00°05'07"E, a distance of 975.90 feet to the Point of Beginning, containing 1,187,258.30 square feet or 27.26 acres, more or less. ***[deleted, see amendment #1]***

Have caused the described reality to be surveyed, staked and platted, and has designated the same as "CARRIAGE CROSSING, BLOCKS 1 THRU 6", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

EAGLE POINTE RESIDENTIAL DEVELOPMENT CORPORATION, does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated and no vehicular ingress shall be permitted over, through or across any property or area designated on the attached plat an L.N.A. (Limits of No Access), which may be modified, amended, or revised with the approval of the Broken Arrow City Engineer, and the Broken Arrow Planning Commission.

EAGLE POINTE RESIDENTIAL DEVELOPMENT CORPORATION, does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said Plat, provided, however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

The developer being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition does hereby declare and establish the following Restrictions, Conditions and Protective Covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

1. The Pedestrian Access, Drainage Channel and the Drainage Reserve Area, and landscaping around the bridge and on the entrance road median shall be the responsibility of the Developer until all Lots are sold.
2. All Lots in Block 1 thru Block 6 shall be known and described as residential Lots, and shall be used for single family residences and shall conform to the R-2 Zoning District.
3. No trailer shall be allowed within the addition, except that a contractor may use a trailer as a construction office only during the time of construction. No structure shall be used for residential purposes before final completion of said structure and complying with all Restrictive Covenants.
4. No Lot will be used for storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All Lots shall be maintained in a neat and orderly condition at all times.

5. No residential structure shall be erected or placed on any building plot which residence has a ground floor area of less than 1,800 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of story and one-half story dwellings, the minimum ground floor shall not be less than 1200 square feet and the second floor area not less than 1000 square feet.
6. The exterior of all structures erected on any lot shall be constructed of a minimum of 15% brick or masonry. Measurements for computing the 15% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas. No exposed stemwalls will be allowed.
7. No structure previously used shall hereafter be moved onto any lot in the said platted addition.
8. No trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands shall at any time be used as a residence temporarily or permanently, nor shall a basement or any structure of temporary character be used as a residence.
9. No structure (including swimming pools) of any kind in any utility, drainage or pipeline easement.
10. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wooden privacy fence or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet.
11. All roofs shall be wood. No composition shingles will be allowed. [*deleted, see amendment #2*]
12. All residences must use mailbox design designated by the Developer.
13. Out buildings shall meet the requirements of the Architectural Review Committee.
14. Architectural Review Committee shall be comprised of three (3) members. Initial members shall be one officer of American Bank & Trust Company, Darrell Jenkins, Steve Brown.
15. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be, provided they are not kept, bred or maintained for any commercial purposes.
17. No buildings shall be located beyond the minimum front and side-street setbacks shown on the recorded Plat. In the event a building is constructed facing the minimum side-

street setbacks show on the Recorded Plat, the building shall be set back 25 feet. No building shall be located nearer than five feet on one side of the Lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. By open porches, is meant a porch that is not enclosed on the front and side so as to obstruct the view from the side of said porch.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
19. No building, fence, wall or any type structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefore or information satisfactory to the design Developer shall have been submitted to and approved in writing by the Developer. In passing on such plans, specifications, plot plans and grading plan, the Developer may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the Developer within seven (7) days of the submission of said plans, then in such case said plans shall be deemed approved.
20. The following Covenants concerning underground electric and communications facilities shall be enforceable by the supplier of electric and communications service and the owner of each lot agrees to be bound hereby.
 - (A) Overhead pole lines for the supply of electric and communications service may be located in the easement-ways reserved for general utility services and streets in the rear of Lots 2 thru 5, Block 1 and in the rear of Lots 1 thru 9, Block 6. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Street light pole or standard may be served by underground cable and elsewhere throughout said addition. All supply lines shall be located underground, in the easement-way reserved for general utility services and streets, shown on the attached Plat. Overhead pole lines for the supply of electric and communications service may be located along 61st Street.
 - (B) Underground service cables to all houses described in paragraph (1) may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said Lot, provided that upon the installation of such a service cable to a particular house, the supplier of electric service, shall thereafter be deemed to have a

definite, permanent, effective and exclusive easement on said Lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

- (C) The supplier of electric and communications service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said Plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- (D) The Owner of each Lot shall be responsible for the protection of the underground electric and communications facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communications facilities. The Company will be responsible for ordinary maintenance of underground electric and communications facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.
- (E) The foregoing Covenants concerning underground communications and electric facilities shall be enforceable by the supplier of communications and electric services, and the Owner agrees to be bound hereby.

In the event, EAGLE POINTE RESIDENTIAL DEVELOPMENT CORPORATION, or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the Covenants and Restrictions set forth herein or imposed hereby, any person or persons owning a Lot or parcel within "CARRIAGE CROSSING", the City of Broken Arrow, Oklahoma, shall have the right to maintain an action at law, or in equity against the person or persons attempting to violate any of such Covenants or Restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the Covenants or Restrictions set forth herein by judgment or other action shall not affect the validity of any Covenant or Restriction which shall remain in full force and effect.

- 21. No changes to these Covenants will be allowed before all Lots are sold without the express written consent of the Developer. The Homeowners Association shall be responsible for common areas mentioned in Paragraph 1 above after all Lots are sold.

In Witness Whereof; EAGLE POINTE RESIDENTIAL DEVELOPMENT CORPORATION, has caused its name to be affixed this 11th day of October, 1988.

Amendment to the Deed of Dedication and Restrictive Covenants
Carriage Crossing
Blocks 1 Thru 6

WHEREAS, the undersigned (hereinafter referred to as "Declarant") is the owner of all of the lots located within "CARRIAGE CROSSING, BLOCKS 1 THRU 6", an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof. That attached hereto as Exhibit "A" is a Certificate from Smith Brothers Abstract & Title Co., Inc., a duly bonded and licensed abstracting company in and for Tulsa County, State of Oklahoma, stating the record owners of said lots in Carriage Crossing, Blocks 1 thru 6, as of the date of this Amendment; and

WHEREAS, the Declarant desires to amend the Deed of Dedication and Restrictive Covenants of Carriage Crossing, Blocks 1 thru 6 (hereinafter referred to as "Deed of Dedication"), dated October 11, 1988, and recorded in the Office of the Tulsa County Clerk of Tulsa County, Oklahoma, on January 10, 1989.

NOW, THEREFORE, the undersigned Declarant, in order to comply with the Deed of Dedication, does hereby amend said Deed of Dedication in the following particular manners, to-wit:

1. That the real estate described in said Deed of Dedication be and it is hereby deleted in its entirety and the following corrected description be replaced therefor:

A tract of land in Section Thirty-Six (36), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the official U.S. Government Survey thereof; more particularly described as follows:

Beginning at the Southeast Corner of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Nineteen (19) North, Range Fourteen (14) East, Tulsa County, State of Oklahoma; Thence South 89 Degrees, 51'10" West along the South line of said Section Thirty-Six (36), a distance of 457.66 feet; Thence North 00 Degrees, 08'50" West, a distance of 139.64 feet; Thence along a curve to the right having a tangent bearing of North 76 Degrees, 48'35" West, and a central angle of 11 Degrees, 31'41" and a radius of 1103.97 feet, a distance of 222.12 feet; Thence North 65 Degrees, 16'54" West, a distance of 729.85 feet; Thence along a curve to the left having a central angle of 09 Degrees, 49'28" and a radius of 1163.97 feet, a distance of 199.59 feet; Thence North 33 Degrees, 24'39" West, a distance of 74.00 feet; Thence due North, a distance of 135.00 feet; Thence North 43 Degrees, 26'09" West, a distance of 153.28 feet; Thence North 25 Degrees, 30'16" West, a distance of 320.54 feet; Thence North 24 Degrees, 45'41" East, a distance of 139.26 feet; Thence North 89 Degrees, 55'22" East, a distance of 421.61 feet; Thence North 00 Degrees, 03'01" West, a distance of 100.34 feet; Thence North 89 Degrees, 56'59" East, a distance of 120.00 feet; Thence South 00 Degrees, 03'01" East, a distance of 20.00 feet; Thence along a curve to the left having a central angle of 17 Degrees, 14'37" and a radius of 150.00 feet, a distance of 45.14 feet; Thence South 19 Degrees,

29'44" West, a distance of 37.41 feet; Thence South 25 Degrees, 30'16" East, a distance of 60.00 feet; Thence South 64 Degrees, 29'44" West, a distance of 37.80 feet; Thence South 19 Degrees, 29'44" West, a distance of 35.36 feet; Thence South 25 Degrees, 30'16" East, a distance of 95.00 feet; Thence along a curve to the left having a central angle of 16 Degrees, 34'00" and a radius of 791.12 feet, a distance of 228.75 feet; Thence South 42 Degrees, 04'16" East, a distance of 61.52 feet; Thence South 87 Degrees, 04'16" East, a distance of 35.36 feet; Thence North 47 Degrees, 55'44" East, a distance of 50.00 feet; Thence South 42 Degrees, 04'16" East, a distance of 270.50 feet; Thence North 47 Degrees, 55'44" East, a distance of 66.68 feet; Thence South 42 Degrees, 04'16" East, a distance of 160.00 feet; Thence North 48 Degrees, 05'21" East, a distance of 55.73 feet; Thence North 48 Degrees, 38'14" East, a distance of 72.76 feet; Thence North 51 Degrees, 03'56" East, a distance of 270.00 feet; Thence North 31 Degrees, 40'12" East, a distance of 41.07 feet; Thence North 89 Degrees, 54'53" East, a distance of 110.00 feet; Thence North 00 Degrees, 05'07" West, a distance of 45.00 feet; Thence North 89 Degrees, 54'53" East, a distance of 170.00 feet; Thence South 00 Degrees, 05'07" East, a distance of 975.90 feet to the Point of Beginning, containing 1,187,258.30 square feet or 27.26 acres, more or less.

Declarant further states that the legal description set forth above is amended only to include a tangent which by scrivener's error, was omitted.

2. Paragraph 11 of the Deed of Dedication shall be deleted in its entirety and replaced by the following Paragraph 11, to-wit:

"All roofs shall be constructed of Tampko Heritage II, Self Seal twenty-five (25) year material and of Weathered Wood color."

EXECUTED this 25th day of January, 1989.

Deed of Dedication and Restrictive Covenants
Carriage Crossing II
Blocks 1 Thru 4

(Deleted in its entirety and replaced by Amendment)

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCKEE DEVELOPMENT CORPORATION, being the owners in fee simple of the real estate and premises hereinafter described, "Carriage Crossing II", situated in Tulsa County, State of Oklahoma, and described as follows:

A tract of land in Section 36, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the official U.S. Government Survey thereof; more particularly described as follows:

Commencing at the Southeast corner of the SW/4 of Section 36, Township 19 North, Range 14 East, Tulsa County, State of Oklahoma; Thence $N00^{\circ}05'07''W$, along the East line of said SW/4, a distance of 975.90 feet to the point of the beginning; Thence $S89^{\circ}54'53''W$, a distance of 170.00 feet; Thence $S00^{\circ}05'07''E$, a distance of 45.00 feet; Thence $S89^{\circ}54'53''W$, a distance of 110.00 feet; Thence $S31^{\circ}40'12''W$, a distance of 41.07 feet; Thence $S51^{\circ}03'56''W$, a distance of 270.00 feet; Thence $S48^{\circ}38'14''W$, a distance of 72.76 feet; Thence $S48^{\circ}05'21''W$, a distance of 55.73 feet; Thence $N42^{\circ}04'16''W$, a distance of 160.00 feet; Thence $S47^{\circ}55'44''W$, a distance of 66.68 feet; Thence $N42^{\circ}04'16''W$, a distance of 270.50 feet; Thence $S47^{\circ}55'44''W$, a distance of 50.00 feet; Thence $N87^{\circ}04'16''W$, a distance of 35.36 feet; Thence $N42^{\circ}04'16''W$, a distance of 61.52 feet; Thence along a curve to the right having a central angle of $13^{\circ}13'48''$ and a radius of 791.12 feet, a distance of 182.68 feet; Thence $N64^{\circ}48'51''E$, a distance of 494.43 feet; Thence $N47^{\circ}12'58''E$, a distance of 485.82 feet; Thence $S25^{\circ}09'59''E$, a distance of 84.08 feet; Thence $N87^{\circ}49'11''E$, a distance of 154.46 feet; Thence $N89^{\circ}54'53''E$, a distance of 50.00 feet; Thence $S00^{\circ}05'07''E$, a distance of 32.40 feet; Thence $N89^{\circ}54'53''E$, a distance of 120.00 feet to the East line of said SW/4; Thence $S00^{\circ}05'07''E$ along said East line, a distance of 540.00 feet to the Point of Beginning, containing 612,464 square feet or 14.06 acres, more or less.

Have caused the described reality to be surveyed, staked and platted, and has designated the same as "Carriage Crossing II, Blocks 1 Thru 4", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

MCKEE DEVELOPMENT CORPORATION, does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated and no vehicular ingress shall be permitted over, through or across any property or area designated on the attached plat an L.N.A. (Limits of No Access), which may be modified, amended, or revised with the approval of the Broken Arrow City Engineer, and the Broken Arrow Planning Commission.

MCKEE DEVELOPMENT CORPORATION, does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat, provided, however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

The developer being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to wit:

1. All lots in Block 1 thru Block 4 shall be known and described as residential lots, and shall be used for single family residences and shall conform to the R-2 Zoning District.
2. No trailer, mobile home, or modular house shall be allowed within the addition, except that the developer may use a trailer as a construction office only during the time of constructions and sales. No structure shall be used for residential purposes before final completion of said structure, and its compliance with all restrictive covenants.
3. No lot will be used for storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
4. No single story residential structure shall be erected or placed on any building plot which residence has a ground floor area of less than 2,000 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of two (2) story or one and one-half story dwellings, the minimum ground floor shall not be less than 1,300 square feet and the second floor area not less than 800 square feet. This provision for two (2) story and one and one-half story dwellings may be modified by written approval of the Architectural Committee.
5. The exterior of all structures erected on any lot shall be constructed of a minimum of thirty-three percent (33%), with brick, stucco, or masonry; provided however, that the area of all windows and doors located in exterior walls, and the area of any gable-ends and fireplace chases, shall be excluded in the determination of the area of exterior walls.

6. No structure previously used shall hereafter be moved onto any lot in the said platted addition.
7. No trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands shall at any time be used as a residence temporarily or permanently, nor shall a basement or any structure of temporary character be used as a residence.
8. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wooden privacy fence or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet. Fences other than those listed must be approved by the Architectural Committee.
9. All roofs shall be constructed of Tamko – Heritage II self-seal class A, twenty-five (25) year composition roofing shingle of weathered wood color, or equal, as approved by the Architectural Committee.
10. All one story residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. All two story and one and one-half story residences shall have a roof pitch of at least 6/12 over 75% of the total roof area. Any roof pitch of less than 4/12 is not permitted without specific written approval of the Architectural Committee.
11. All residences must use a masonry constructed mailbox of a design approved by the developer.
12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of one officer of American Bank & Trust Company and Chris McKee. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plans, which plot plan shows the location and facing of each building, have been approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans, and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall be deemed as given and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into account the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or disapproval or failure to approve any building plans shall not be deemed

a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.

13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
15. No buildings shall be located beyond the minimum front and side-street setbacks shown on the recorded plat. In the event a building is constructed facing the minimum side-street setbacks show on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five feet on one side of the Lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is not enclosed on the front and side so as to obstruct the view from the side of the said porch.
16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
17. No structure, including patio covers and decks, or swimming pools, of any kind, shall be permitted in any utility, drainage or pipeline easement.
18. Exterior antennas or dish type receivers shall not be erected on any residence or lot anywhere in the addition, without the approval of the Architectural Committee. Outside electronic reception devices shall be confined to the backyard, and sufficient fencing to shield its view from adjacent lot owners shall be required.
19. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
20. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.
21. The following covenants concerning underground electric and communications facilities shall be enforceable by the supplier of electric and communications service and the owner of each lot agrees to be bound hereby.
 - (A) Overhead pole lines for the supply of electric and communications service may be located in the easement-ways reserved for general utility services and streets in the rear of Lots 1 thru 6, Block 4. Service pedestals and transformers, as

sources of supply at secondary voltages, may also be located in said easement-ways. Street light poles or standards may be served by underground cables throughout said addition. All supply lines shall be located underground, in the easement-way reserved for general utility services and streets, shown on the attached plat.

- (B) Underground service cables to all houses described in paragraph (1) may be run from the nearest service pedestal or transformer to the point of usage determined by the location of construction of such house as may be located upon each said lot, provided that upon the installation of such a service cable to a particular house, the supplier of electric service, shall thereafter be deemed to a definite, permanent, effective and exclusive easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - (C) The supplier of electric and communications service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
 - (D) The owner of each lot shall be responsible for the protection of the underground electric and communications facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communications facilities. The company will be responsible for ordinary maintenance of underground electric and communications facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - (E) The foregoing covenants concerning underground communications and electric facilities shall be enforceable by the supplier of communications and electric services, and the owner agrees to be bound hereby.
22. No changes to these covenants will be allowed before all lots are sold without the express written consent of the developer and the Architectural Committee.
23. All lot owners shall be members of the Homeowners Association.
24. The Architectural Committee and developer of Carriage Crossing II reserves the right in their sole discretion and without joinder of any owner at any time so long as the developer owns are owners of any lot or portion thereof, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by such committee and filed in the office of the County Clerk located in the Tulsa County Court House in the City of Tulsa, Oklahoma.
25. At the time any house constructed in this subdivision has been sold and occupied, that lot shall become a non-voting member of the Carriage Crossing II Homeowners Association. Developer shall retain all voting rights until the sale and occupancy of all forty (40)

homes is complete. Developer retains the right to relinquish voting rights to individual homeowners earlier, if he so chooses.

26. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, and to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Carriage Crossing II and the overall appearance of the Carriage Crossing II subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standards to be used in the event a covenant becomes invalid or unenforceable.

In the event that any person, or persons, owning a lot or parcel within Carriage Crossing II, Blocks 1 thru 4, the City of Broken Arrow, Tulsa County, Oklahoma, or any of its successors, grantees, lessees of assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "Carriage Crossing II, Blocks 1 thru 4", the City of Broken Arrow, Tulsa County, Oklahoma, shall have to right to maintain an action at law, or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation thereof or to recover damages for the violation thereof, except that the developer and the Architectural Committee members shall be held harmless from any such action at law, or in equity, and from any judgment or damages, as they have acted in good faith, for the sole benefit of the community. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any covenant or restriction which shall remain in full force and effect.

In Witness Whereof, McKee Development Corporation, has caused its name to be affixed this 28th day of January, 1992.

Amendment to the Deed of Dedication and Restrictive Covenants
Carriage Crossing II
Blocks 1 Thru 4

KNOW ALL MEN BY THESE PRESENTS:

THAT, McKEE DEVELOPMENT CORPORATION (the "developer"), caused to be filed on or about the 29th day of January, 1992, Plat No. 4866 for "Carriage Crossing II, Blocks 1 Thru 4", in Tulsa County, State of Oklahoma, along with a Deed of Dedication and Restrictive Covenants for said property, wherein and whereby, in addition to other matters, there were set forth 26 various conditions and restrictive covenants, which the undersigned, McKee Development Corporation, the current owner of all lots within said Addition, wishes to hereby amend by vacating the original twenty-six conditions and restrictive covenants and declaring the following in substitution thereof.

The developer, being desirous of establishing a uniform system of development of said property described in said Plat, and further desiring to preserve the character thereof as a residential addition, does hereby amend said Deed of Dedication and Restrictive Covenants, and does hereby declare and establish the following restrictions, conditions and protective covenants which shall be, and are hereby made, for the use and benefit for each and every person acquiring the title of any interest in any of said property; and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees, shall be deemed to have assented to all such restrictions, conditions and covenants, and shall be entitled to all the benefits thereof, and shall be deemed to have assumed all the responsibilities arising out of the same, to wit:

1. All Lots in Block 1 thru Block 4 shall be known and described as residential lots, and shall be used for single family residences and shall conform to the R-2 Zoning District.
2. No trailer, mobile home, or modular house shall be allowed within the Addition, except that the developer may use a trailer as a construction office only during the time of construction and sales. No structure shall be used for residential purposes before final completion of said structure, and its compliance with all restrictive covenants.
3. No Lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All Lots shall be maintained in a neat and orderly condition at all times.
4. No single story residential structure shall be erected or placed on any Lot which residence has a ground floor area of less than 2,000 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the Addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of two (2) story or one and one-half story dwellings, the minimum ground floor shall not be less than 1300 square feet and the second floor area not less than 800 square feet. This provision for two (2) story and one and one-half story dwellings may be modified by written approval of the Architectural Committee.

5. The exterior of all structures erected on any Lot shall be constructed of a minimum of thirty-three percent (33%) with brick, stucco, or masonry; PROVIDED, HOWEVER, that the area of all windows and doors located in exterior walls, and the area of any gable-ends and fireplace chases, shall be excluded in the determination of the area of exterior walls.
6. No structure previously used shall hereafter be moved onto any Lot in the said platted Addition.
7. No trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands shall at any time be used as a residence temporarily or permanently, nor shall a basement or any structure of temporary character be used as a residence.
8. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wood privacy or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet. Fences other than those listed must be approved by the Architectural Committee.
9. All roofs shall be constructed of Tamko-Heritage II Self-seal Class A, twenty-five (25) year composition roofing shingles of weathered wood color, or equal, as approved by the Architectural Committee.
10. All one story residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. All two story and one and one-half story residences shall have a roof pitch of at least 6/12 over 75% of the total roof area. Any roof pitch of less than 4/12 is not permitted without specific written approval of the Architectural Committee.
11. All residences must use a masonry constructed mailbox of a design approved by the developer.
12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any Lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of one officer of American Bank & Trust Company, Chris McKee, and one member to be elected by the Carriage Crossing I Home Owners Association. No building shall be erected, placed, or altered on any Lot in this Subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of each building, have been approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall be deemed as given and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into account the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of

- alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.
13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
 14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
 15. No buildings shall be located beyond the minimum front and side street set-backs shown on the recorded Plat. In the event a building is constructed facing the minimum side street set-backs shown on the recorded Plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on one side of the Lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is not enclosed on the front and side so as to obstruct the view from the side of said porch.
 16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
 17. No structures, including patio covers and decks, or swimming pools, of any kind, shall be permitted in any utility, pipeline or drainage easement.
 18. Exterior antennas or dish type receivers shall not be erected on any residence or Lot anywhere in the addition, without the approval of the Architectural Committee. Outside electronic reception devices shall be confined to the backyard, and sufficient fencing to shield its view from adjacent Lot owners shall be required.
 19. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
 20. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.

21. The undersigned further dedicates to the public for its use forever, easements and rights-of-way as shown and designated on the Plat of Carriage Crossing II, for the purpose of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, natural gas lines and water lines, cable television lines, and all other communication lines, together with all fittings and equipment for each of such facilities, including poles, wire, conduits, pipes, valves, meters, and appurtenances thereto, with right of ingress and egress to and upon said easements and rights-of-way for the use and purpose aforesaid, together with similar rights in each and all of the streets, easements and rights-of-way as shown on the said Plat. The following covenants concerning underground electric, communications, cable television, natural gas supplies, and telephone servicing companies ("Utility Services Suppliers"), shall be enforceable by the supplier of such services, and the owner of each Lot agrees to be bound hereby:
- (a) Overhead pole lines for the supply of electric and communications service may be located in the easement-ways reserved for general utility services and streets in the rear of Lots 1 thru 6, Block 4. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Street light poles or standards may be served by underground cables throughout said Addition. All supply lines shall be located underground, in the easement-way reserved for general utility services and streets, shown on the Plat.
 - (b) Underground service cables to all residences may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such residence located upon each said Lot, provided that upon the installation of such a service cable to a particular house, the Utility Services Supplier shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said Lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - (c) The Utility Services Supplier, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said Plat, or provided for in this Amendment to Deed of Dedication and Restrictive Covenants for the purpose of installing, maintaining, removing or replacing any portion of the underground utilities so installed by it.
 - (d) The owner of each Lot shall be responsible for the protection of the underground electric, communications, gas, water, cable television and any other permitted services provided by a Utility Supplier located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said utility services and facilities. The Utility Services Supplier will be responsible for ordinary maintenance of its respective utility service, but the owner will pay for damage or relocation of such utility services and facilities caused or necessitated by acts of the owner or his agents or contractors.
 - (e) The foregoing covenants concerning underground utility services and facilities shall be enforceable by the Utility Services Supplier, and each Lot owner agrees to be bound hereby.

22. No changes to these covenants will be allowed before all Lots are sold, without the express consent of the developer and the Architectural Committee.
23. Subject to the provisions of Paragraph 25 hereof, all owners of Lots shall be members of the Carriage Crossing Homeowners Association.
24. The Architectural Committee and developer of Carriage Crossing II reserve the right in their sole discretion and without joinder of any owner at any time so long as the developer owns or is the owner of any Lot or portion thereof, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by the developer and such Committee and filed in the Office of the Tulsa County Clerk.
25. At the time any house constructed on a Lot has been sold and occupied, the owner(s) thereof shall become a nonvoting member of the Carriage Crossing Homeowners' Association. The developer shall retain all voting rights until the sale and occupancy of all forty (40) lots and homes is complete; provided that the developer may relinquish voting rights to one or more individual homeowners earlier, if he so chooses. Upon the completion of sale by developer of all Lots in Carriage Crossing II, and the completion of construction and occupancy of the residences constructed on the same, all Lot owners will forthwith become voting members of the Carriage Crossing Homeowners Association, and shall be entitled to all benefits set forth in the Bylaws thereof, and shall be subject to all responsibilities, rules and regulations thereof. At the time each Lot owner becomes a voting member of The Carriage Crossing Homeowners' Association (whether by relinquishment of voting rights by the developer, or by the completion and occupancy of residences on all Lots), such owner shall thereafter pay dues to the said Homeowners' Association as required and set forth in the Bylaws thereof. Such dues shall be assessed on an annual basis, but will be prorated quarterly during the first year that the Lot owner becomes a voting member, in accordance with the following schedule, based upon the date on which such Lot owner becomes a voting member: October 1 through December 31, 100% of the annual fee; January 1 through March 31, 75% of the annual fee; April 1 through June 30, 50% of annual fee; and July 1 through September 30, 25% of annual fee. The foregoing proration shall apply only upon admission as a voting member of the first owner of each Lot, and thereafter all dues for each Lot shall be assessed on an annual basis. The developer shall not be required to pay dues for any Lot owned by him. All owners of Lots shall be subject to the Bylaws and Articles of Incorporation of Carriage Crossing Homeowners' Association as the same exist on this date or as they may be modified or amended in the future, according to the provisions thereof; PROVIDED, HOWEVER, that the provisions of such bylaws or Articles of Incorporation shall in no way negate or modify in any way, expressly or implicitly, the restrictions, conditions or covenants set forth herein and, in the event of a conflict between or among the said Bylaws or Articles of Incorporation and this Amendment of Deed of Dedication and Restrictive Covenants, the terms of this Amendment of Deed of Dedication and Restrictive Covenants shall control.
26. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, and

to otherwise give maximum effect to the intent hereof. The failure of the developer, or any successor in title, to enforce any given restriction, condition or covenant at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions, conditions or covenants- In matters pertaining to the appearance of specific homes in Carriage Crossing II and the overall appearance of the Carriage Crossing II Subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. All of the above covenants, restrictions and conditions are to run with the land and shall be binding on all parties, or persons claiming under them, until December 31, 2012, at which time said covenants shall be automatically extended for successive periods of ten years each; PROVIDED, HOWEVER, that after December 31, 2012, the then owners of a majority of all the Lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing, signed by the then owners of the majority of all Lots in said Addition, and duly filed of record in the Office of the County Clerk of Tulsa County, Oklahoma. However, until all Lots are sold by the developer hereof, the developer retains the right to change or amend these covenants in any way, notwithstanding the fact that such developer may own less than a majority of said Lots.

In the event that any person, or persons, owning a Lot or parcel within Carriage Crossing II, Blocks 1 thru 4, City of Broken Arrow, Tulsa County, Oklahoma, or any of their successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a Lot or parcel with "Carriage Crossing II, Blocks 1 thru 4," in the City of Broken Arrow, Tulsa County, Oklahoma, shall have the right to maintain an action at law, or in equity, against the person or persons attempting to violate any of such covenants or restrictions to prevent violation thereof or to recover damages for the violation thereof, except that the developer and the Architectural Committee members shall be immune from any such action at law, or in equity, and shall not be liable for any judgment or damages, as they have acted in good faith, for the sole benefit of the community. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any other covenant or restriction, which shall remain in full force and effect.

Except as herein specifically modified, the provisions set forth in the original Deed of Dedication and Restrictive Covenants for Carriage Crossing II, Blocks 1 thru 4, shall continue in full force and effect, it being the express intent of the undersigned that nothing in this Amendment to Deed of Dedication and Restrictive Covenants be construed to change or modify any of the existing Lot lines, sizes or dimensions, building or set-back lines, means of access, ingress or egress, limits of no access, or the location of the streets, easements or rights-of-way, all as previously dedicated and depicted on Plat No. 4866 for Carriage Crossing II, Blocks 1 thru 4. In the event of a conflict between the provisions of this Amendment to Deed of Dedication and Restrictive Covenants and the provisions of the original Deed of Dedication and Restrictive Covenants, the provisions of this Amendment to Deed of Dedication and Restrictive Covenants shall control.

EXECUTED as of the 12th day of April, 1994.

Deed of Dedication and Restrictive Covenants Carriage Crossing III

KNOW ALL MEN BY THESE PRESENTS:

That, McKEE DEVELOPMENT CORPORATION, being the owners in fee simple of the real estate and premises hereinafter described, CARRIAGE CROSSING III, situated in Tulsa County, State of Oklahoma, and described as follows,

A part of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, being more particularly described as follows, COMMENCING at the Southeast corner of said SW/4; Thence on the East line of said SW/4, N00°05'29"W to a point on the North line of Lot 1, Block 4, CARRIAGE CROSSING II, Plat No. 4866, a distance of 1515.75 feet, to the POINT OF BEGINNING; Thence on the North line of said Lot 1, S89°56'55"W to the Northwest corner of said Lot 1, a distance of 118.85 feet; Thence on the East Right-of-Way of North 15th Street, N00°07'49"W to the Northeast corner of said Right-of Way, a distance of 32.40 feet; Thence on the North line of said Right-of-Way, N89°50'59"W to the Northeast corner of Lot 11, Block 1, CARRIAGE CROSSING II, a distance of 50.00 feet; Thence on the North line of said Lot 11, S87°51'35"W to the Northeast Corner of said Lot 11, a distance of 154.44 feet, Thence on the East line of Lot 10, Block 1, CARRIAGE CROSSING II, N25°12'15"W to the Northeast corner of said Lot 10, a distance of 83.90 feet; Thence on the North line of Block 1, CARRIAGE CROSSING II, S47°13'59"W to the Northeast corner of Lot 5, Block 1, CARRIAGE CROSSING II, a distance of 485.88 feet; Thence on the North line of Block 1, CARRIAGE CROSSING II, S64°49'44"W to the Northwest corner of Lot 1, Block 1, CARRIAGE CROSSING II, a distance of 449.47 feet; Thence on the East Right-of-Way of North 13th Street of CARRIAGE CROSSING, Plat No. 4745, on a curve to the Right, having a radius of 791.12 feet, a distance of 46.67 feet (Chord 46.66 feet, Chord Bearing N25°40'21"W); Thence continuing on said Right-of-Way, N25°23'24"W a distance of 95.00 feet; Thence on the transition Right-of-Way of North 13th Street and East Dover Street, N19°36'36"E a distance of 35.36 feet; Thence continuing on the Right-of-Way of East Dover Street, N64°36'36"E a distance of 37.17 feet; Thence on the Right-of-Way of East Dover Street, N25°30'22"W to the Southeast corner of Lot 5, Block 1, CARRIAGE CROSSING, a distance of 60.00 feet; Thence on the Easterly line of said Lot 5, N19°35'15"E a distance of 37.15 feet; Thence continuing on the Easterly line of said Lot 5 on a curve to the Right, having a Radius of 150.00 feet, a distance of 44.98 feet (Chord 44.81 feet, Chord Bearing N08°30'36"W); Thence continuing on the Easterly line of Lot 5, N00°15'10"E to the Northeast corner of Lot 5, a distance of 20.18 feet; Thence on the North line of Lot 5, N89°41'32"W to the West line of the Northeast Quarter of the Southwest Quarter (NE/4 SE/4) of Section 36, a distance of 121.32 feet; Thence on the West line of said NE/4 SW/4, N00°05'50"W a distance of 696.50 feet; Thence N90°00'00"E a distance of

172.10 feet; Thence $S00^{\circ}00'00''E$ a distance of 47.00 feet; Thence $N90^{\circ}00'00''E$ a distance of 933.04 feet; Thence on a curve to the left, having a Radius of 205.59 feet, a distance of 71.36 feet (Chord 71.00 feet, Chord Bearing $N25^{\circ}46'00''E$); Thence $S74^{\circ}10'35''E$, to a point on the East line of said SW/4, a distance of 191.07 feet; Thence on the East line of said SW/4, $S00^{\circ}05'29''E$ a distance of 555.10 feet to the POINT OF BEGINNING. Containing 21.200 acres of land, more or less. All bearings are referenced to the South Line of the SW/4 Section 36, defined by this survey as $N89^{\circ}55'08''E$ in direction and 2641.56 feet in length.

Have caused the described realty to be surveyed, staked and platted, and has designated the same as CARRIAGE CROSSING III, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

McKee Development Corporation does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated.

McKee Development Corporation does further dedicate for public use forever, the easements and Rights-of-Way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including: storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fitting and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and Rights-of-Way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and or sewer services to the area included in said plat and to any other areas.

McKee Development Corporation, desiring to establish a uniform system of development of said property and to preserve the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from the developer or remotely from any of its grantees shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

SECTION ONE

The following covenants concerning underground electric and communications facilities shall be enforceable by the supplier of electric and communications service and the owner of each lot agrees to be bound hereby.

1. Overhead pole lines for the supply of electric and communications services may be located in the easement ways reserved for general utility services and streets along the East line of CARRIAGE CROSSING III. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Street light poles or standards may be served by underground cables throughout said addition. All

supply lines shall be located underground, in the easement way reserved for general utility services and streets as shown on the attached plat.

2. Underground service cables to all houses described in paragraph (1) may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon the installation of such service cable to a particular house, the suppliers of electric or communication services shall thereafter be deemed to a definite, permanent, effective and exclusive easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
3. The suppliers of electric and communications services, through its proper agents and employees shall at all times have right of access to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
4. The owner of each lot shall be responsible for the protection of the underground electric and communications facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communications facilities. The company will be responsible for ordinary maintenance of underground electric and communications facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.
6. The foregoing covenants concerning underground electric and communications facilities shall be enforceable by the suppliers of electric and communications services, and the owner agrees to be bound hereby.

SECTION TWO

1. All lots in CARRIAGE CROSSING III shall be known and described as Residential Lots and shall be used for Single Family Residences and shall conform to the R-2 Zoning District.
2. No trailer, mobile home, or modular house shall be allowed within the addition except that the developer may use a trailer as a construction office or storage facility, only during the time of constructions and sales. No structure shall be used for residential purposes before final completion of said structure, and its compliance with all restrictive covenants.
3. No lot will be used for storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

4. No single story residential structure shall be erected or placed on any building plot which residence has a ground floor area of less than 2000 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of two (2) story or one and one-half story dwellings, the minimum ground floor area shall not be less than 1300 square feet and the second floor area not less than 800 square feet. This provision for two (2) story and one and one-half story dwellings may be modified by written approval of the Architectural Committee.
5. The exterior of all structures shall be constructed of a minimum of thirty-three percent (33%) brick, stucco, or masonry; provided however, that the area of all windows and doors located in exterior walls, and the area of any gable ends and fireplace chases shall be excluded in the determination of the area of exterior walls.
6. No structure previously used shall hereafter be moved onto any lot in the said platted addition.
7. No trailer, tent, shack, garage, barn or other out-building erected on the platted lands shall at any time be used as a residence temporarily or permanently nor shall a basement or any structure of temporary character be used as a residence.
8. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wooden privacy or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet. Fences other than those listed must be approved by the Architectural Committee.
9. All roofs shall be constructed of TAMKO – HERITAGE II SELF-SEAL CLASS A, Twenty-five (25) year composition roofing shingle of weathered wood color, or EQUAL, as approved by the Architectural Committee.
10. All one story residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. All two story and one and one-half story residences shall have a roof pitch of at least 6/12 over 75% of the total roof area. Any roof pitch of less than 4/12 is not permitted without specific written approval of the Architectural Committee.
11. All residences must use a masonry constructed mailbox of a design approved by the Architectural Committee.
12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of one officer of American Bank & Trust Company, Christopher C. McKee, and one member of the CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION, said person to be elected by said group. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications

- therefor, exterior color scheme and material thereof, and plot plans, which plot plan shows the location and facing of each building, have been approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall be deemed as given and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into account the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.
13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
 14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.
 15. No buildings shall be located beyond the minimum front and side street set backs shown on the recorded plat. In the event a building is constructed facing the minimum side-street set backs show on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on the one side of the lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is not enclosed on the front and side so as to obstruct the view from the side of the said porch.
 16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
 17. No structure, including patio covers and decks, or swimming pools of any kind shall be permitted in any utility, pipeline, or drainage easement.

18. Exterior antennas or dish type receivers shall not be erected on any residence or lot anywhere in the addition, without the approval of the Architectural Committee. Outside electronic reception devices shall be confined to the backyard, and sufficient fencing to shield its view from adjacent lot owners shall be required.
19. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
20. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.
21. No changes to the covenants will be allowed before all lots are sold without the express written consent of the developer and the Architectural Committee.
22. Subject to the provisions of Paragraph 24 thereof, all owners of Lots shall be members of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION.
23. The Architectural Committee and developer of CARRIAGE CROSSING III reserves the right, in their sole discretion and without joinder of any owner at any time so long as the developer owns or are owners of any lot or portion thereof, to amend, revise, or abolish any one or more of the above covenants and restriction by instrument duly executed and acknowledged by such committee and filed in the office of the County Clerk, Tulsa County.
24. At the time any house constructed on a Lot has been sold and occupied, the owner(s) thereof shall become a nonvoting member of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION. The developer shall retain all voting rights until the sale and occupancy of all forty-eight (48) lots and homes are complete; provided that the developer shall retain the rights to relinquish voting rights to one or more individual homeowners earlier, if he so chooses. Upon the completion of sale by the developer of all Lots in CARRIAGE CROSSING, and the completion of construction and occupancy of the residences constructed on the same, all lot owners will forthwith become voting members of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION, and shall be entitled to all the benefits set forth in the Bylaws thereof, and shall be subject to all responsibilities, rules and regulations thereof. At the time each Lot owner becomes a voting member of CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION (whether by relinquishment of voting rights by the developer, or by the completion and occupancy of residences on all Lots), such owner shall thereafter pay dues to the said Homeowners' Association as required and set forth in the Bylaws thereof. Such dues shall be assessed on an annual basis, but will be prorated quarterly during the first year that the Lot owner becomes a voting member, in accordance with the following schedule, based upon the date which such Lot owner becomes a voting member: October 1 through December 31, 100% of the annual fee; January 1 through March 31, 75% of the annual fee; April 1 through June 30, 50% of the annual fee; and July 1 through September 30, 25% of annual fee. The foregoing proration shall apply only upon admission as a voting member of the first owner of each Lot, and thereafter all dues for each Lot shall be assessed on an annual basis. The developer shall not be required to pay dues for any Lot owned by him. All owners of Lots shall be subject to the Bylaws and Articles of Incorporation of CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION as the

same exist on this date or as they may be modified or amended in the future, according to the provisions thereof; PROVIDED, HOWEVER, that provisions of such bylaws or Articles of Incorporation shall in no way negate or modify in any way, expressly or implicitly, restrictions, conditions or covenants set forth herein and, in the event of a conflict between or among the said Bylaws or Articles of Incorporation and this Deed of Dedication and Restrictive Covenants, the terms of this Deed of Dedication and Restrictive Covenants shall control.

25. Those tracts identified on the plat as RESERVE "A" and RESERVE "B" are to be used for occasional storm water management and greenbelt for the Homeowners' Association or as a City Park. Ownership and maintenance of RESERVE "A" and "B" shall be the responsibility of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION upon completion of CARRIAGE CROSSING III.

SECTION THREE

1. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, and to otherwise give maximum effect to the intent hereof. The failure of the developer, or any successor in title, to enforce any given restriction, condition or covenant at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions, conditions or covenants. In matters pertaining to the appearance of specific homes in CARRIAGE CROSSING III and the overall appearance of the CARRIAGE CROSSING III SUBDIVISION, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. All of the above covenants, restrictions and conditions are to run with the land and shall be binding on all parties, or persons claiming under them, until December 31, 2013, at which time said covenants shall be automatically extended for successive periods of ten years each; PROVIDED, HOWEVER, that after December 31, 2113, the then owners of a majority of all the Lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidence by an instrument in writing, signed by the then owners of the majority of all Lots in said Addition, and duly filed of record in the Office of the County Clerk of Tulsa County, Oklahoma. However, until all Lots are sold by the developer hereof, the developer retains the right to change or amend these covenants in any way, notwithstanding the fact that such developer may own less than a majority of said Lots.
2. In the event that any person, or persons, owning a Lot or parcel within CARRIAGE CROSSING III, City of Broken Arrow, Tulsa County, Oklahoma, or any of their successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a Lot or parcel within "CARRIAGE CROSSING III", in the City of Broken Arrow, Tulsa County, Oklahoma, shall have the right to maintain an action at law, or in equity, against the person or persons attempting to violate any of such covenants or restrictions to prevent violation thereof or to recover damages for the violation thereof, except that the developer and the Architectural Committee members shall be immune from any such action at law, or in equity, and shall not be liable for any

judgment or damages, as they have acted in good faith, for the sole benefit of the community. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any other covenant or restriction, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned McKEE DEVELOPMENT CORPORATION, an Oklahoma corporation, has caused this DEED OF DEDICATION AND RESTRICTIVE COVENANTS CARRIAGE CROSSING III to be executed by the members and attested to by its secretary and its seal affixed hereto this 5th day of November, 1993.

Deed of Dedication and Restrictive Covenants Carriage Crossing IV

KNOW ALL MEN BY THESE PRESENTS:

That, McKee Development Corporation, being the owners in fee simple of the real estate and premises hereinafter described, CARRIAGE CROSSING IV, situated in Tulsa County, State of Oklahoma, and described as follows:

A part of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof being more particularly described as follows: COMMENCING at the Southeast corner of said SW/4; Thence $N00^{\circ}05'29''W$ on the East line of said SW/4 a distance of 2070.85 feet, to the Northeast corner of Lot 3, Block 4, CARRIAGE CROSSING III, Plat No. 4972, and the POINT OF BEGINNING; Thence continuing on the East line of said SW/4, $N00^{\circ}05'29''W$ a distance of 568.06 feet to the Northeast corner of said SW/4; Thence $N89^{\circ}55'05''W$ on the North line of said SW/4, a distance of 1319.52 feet, to the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of said Section 36; Thence $S00^{\circ}03'50''E$ on the West line of said NE/4 SW/4 a distance of 531.01 feet to the Northwest corner of Lot 17, Block 1, CARRIAGE CROSSING III; Thence $N90^{\circ}00'00''E$ on the North line of said Lot 17 and across the Right of Way on North 13th Street, a distance of 172.10 feet, to a point on the Right-of-Way of North 13th Street; Thence $S00^{\circ}00'00''E$ on the East Right-of-Way of the North 13th Street a distance of 47.00 feet, to the Northwest corner of Lot 11, Block 5, CARRIAGE CROSSING III; Thence $N90^{\circ}00'00''E$ on the North line of CARRIAGE CROSSING III, a distance of 933.04 feet, to the Northeast corner of Lot 19, Block 5, CARRIAGE CROSSING III; Thence on the West Right-of-Way of North 15th Street on a curve to the left having a Radius of 205.59 feet, a distance of 71.36 feet (chord 71.00 feet; chord bearing $N25^{\circ}46'00''E$); Thence $S74^{\circ}10'35''E$ across the Right-of-Way of North 15th Street and on the North line of Lot 3, Block 4, CARRIAGE CROSSING III a distance of 191.07 feet, to the POINT OF BEGINNING. Containing 17.17 acres, more or less. All bearings are referenced to the South Line of SW/4 of said Section 36. Defined by this survey as $N89^{\circ}55'08''E$ in direction, and 2641.56 feet in length.

Have caused the described realty to be surveyed, staked and platted, and has designated the same as CARRIAGE CROSSING IV, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

McKee Development Corporation does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated.

McKee Development Corporation does further dedicate for public use forever, the easements and Rights-of-Way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including: storm and sanitary

sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and Rights-of-Way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and or sewer services to the area included in said plat and to any other areas.

McKee Development Corporation, desiring to establish a uniform system of development of said property and to preserve the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from the developer or remotely from any of its grantees shall be deemed to have assented thereto and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

SECTION ONE

The following covenants concerning underground electric, natural gas and communications facilities shall be enforceable by the supplier of electric, natural gas and communications services and the owner of each lot agrees to be bound hereby.

1. Overhead pole lines for the supply of electric and communications services may be located in the easement ways reserved for general utility services and streets along the North & East lines of CARRIAGE CROSSING IV. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Street light poles or standards may be served by underground cables throughout said addition. All supply lines shall be located underground, in the easement way reserved for general utility services and streets as shown on the attached plat.
2. Underground service cables to all houses described in paragraph (1) may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon the installation of such service cable to a particular house, the suppliers of electric or communications services shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
3. The suppliers of electric, natural gas and communications services, through its proper agents and employees shall at all times have right of access to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, natural gas and communications facilities so installed by it.
4. The owner of each lot shall be responsible for the protection of the underground electric, natural gas and communications facilities located on his property and shall prevent the

alteration of grade or any construction activity which may interfere with said electric, natural gas and communications facilities. The company will be responsible for ordinary maintenance of underground electric, natural gas and communications facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.
6. The foregoing covenants concerning underground electric, natural gas and communications facilities shall be enforceable by the suppliers of electric, natural gas and communications services, and the owner agrees to be bound hereby.

SECTION TWO

1. All lots in CARRIAGE CROSSING IV shall be known and described as Residential Lots and shall be used for Single Family Residences and shall conform to the R-2 Zoning District.
2. No trailer, mobile home, or modular house shall be allowed within the addition except that the developer may use a trailer as a construction office or storage facility, only during the time of constructions and sales. No structure shall be used for residential purposes before final completion of said structure and its compliance with all restrictive covenants.
3. No lot will be used for storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
4. No single story residential structure shall be erected or placed on any building plot which residence has a ground floor area of less than 2000 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of two (2) story or one and one-half story dwellings, the minimum ground floor area shall not be less than 1300 square feet and the second floor area not less than 800 square feet. This provision for two (2) story and one and one-half story dwellings may be modified by written approval of the Architectural Committee.
5. The exterior of all structures shall be constructed of a minimum of thirty-three percent (33%) brick, stucco, or masonry; provided however, that the area of all windows and doors located in exterior walls, and the area of any gable ends and fireplace chases shall be excluded in the determination of the area of exterior walls.
6. No structure previously used shall hereafter be moved onto any lot in the said platted addition.

7. No trailer, tent, shack, garage, barn or other out-building erected on the platted lands shall at any time be used as a residence temporarily or permanently nor shall a basement or any structure of temporary character be used as a residence.
8. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wooden privacy or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet. Fences other than those listed must be approved by the Architectural Committee.
9. All roofs shall be constructed of TAMKO – HERITAGE II SELF-SEAL CLASS A, Twenty-five (25) year composition roofing shingle of weathered wood color, or equal, as approved by the Architectural Committee.
10. All one story residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. All two story and one and one-half story residences shall have a roof pitch of at least 6/12 over 75% of the total roof area. Any roof pitch of less than 4/12 is not permitted without specific written approval of the Architectural Committee.
11. All residences must use a masonry constructed mailbox of a design approved by the Architectural Committee.
12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of Christopher C. McKee, and one member of the CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION, said person to be elected by said group. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plans, which plot plan shows the location and facing of each building, have been approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall be deemed as given and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into account the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.

13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.
15. No buildings shall be located beyond the minimum front and side street set-backs shown on the recorded plat. In the event a building is constructed facing the minimum side-street set-backs show on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on the one side of the lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is not enclosed on the front and side so as to obstruct the view from the side of said porch.
16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
17. No structure, including patio covers and decks, or swimming pools of any kind shall be permitted in any utility, pipeline, or drainage easement.
18. Exterior antennas or dish type receivers shall not be erected on any residence or lot anywhere in the addition, without the approval of the Architectural Committee. Outside electronic reception devices shall be confined to the backyard, and sufficient fencing to shield its view from adjacent lot owners shall be required.
19. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
20. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.
21. No changes to the covenants will be allowed before all lots are sold without the express written consent of the developer and the Architectural Committee.
22. Subject to the provisions of Paragraph 24 thereof, all owners of Lots shall be members of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION.
23. The Architectural Committee and developer of CARRIAGE CROSSING IV reserves the right, in their sole discretion and without joinder of any owner at any time so long as the

developer owns or are owners of any lot or portion thereof, to amend, revise, or abolish any one or more of the above covenants and restriction by instrument duly executed and acknowledged by such committee and filed in the office of the County Clerk, Tulsa County.

24. At the time any house constructed on a Lot has been sold and occupied, the owner(s) thereof shall become a nonvoting member of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION. The developer shall retain all voting rights until the sale and occupancy of all forty-eight (48) lots and homes is complete; provided that the developer shall retain the rights to relinquish voting rights to one or more individual homeowners earlier, if he so chooses. Upon the completion of sale by the developer of all Lots in CARRIAGE CROSSING IV, and the completion of construction and occupancy of the residences constructed on the same, all Lot owners will forthwith become voting members of the CARRIAGE CROSSING HOMEOWNERS ASSOCIATION, and shall be entitled to all the benefits set forth in the Bylaws thereof, and shall be subject to all responsibilities, rules and regulations thereof. At the time each Lot owner becomes a voting member of CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION (whether by relinquishment of voting rights by the developer, or by the completion and occupancy of residences on all Lots), such owner shall thereafter pay dues to the said Homeowners' Association as required and set forth in the Bylaws thereof. Such dues will be assessed on an annual basis, but will be prorated quarterly during the first year that the Lot owner becomes a voting member, in accordance with the following schedule, based upon the date on which such Lot owner becomes a voting member: October 1 through December 31, 100% of the annual fee; January 1 through March 31, 75% of the annual fee; April 1 through June 30, 50% of the annual fee; and July 1 through September 30, 25% of annual fee. The foregoing proration shall apply upon admission as a voting member of the first owner of each Lot, and thereafter all dues for each Lot shall be assessed on an annual basis. The developer shall not be required to pay dues for any Lot owned by him. All owners of Lots shall be subject to the Bylaws and Articles of Incorporation of CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION as the same exist on this date or as they may be modified or amended in the future, according to the provisions thereof; PROVIDED, HOWEVER, that provisions of such bylaws or Articles of Incorporation shall in no way negate or modify in any way, expressly or implicitly, restrictions, conditions or covenants set forth herein and, in the event of a conflict between or among the said Bylaws or Articles of Incorporation and this Deed of Dedication and Restrictive Covenants, the terms of this Deed of Dedication and Restrictive Covenants shall control.

SECTION THREE

1. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, and to otherwise give maximum effect to the intent hereof. The failure of the developer, or any successor in title, to enforce any given restriction, condition or covenant at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions, conditions or covenants. In matters pertaining to the appearance of specific homes in CARRIAGE CROSSING IV and the overall appearance of the CARRIAGE CROSSING IV SUBDIVISION, the Architectural

Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. All of the above covenants, restrictions and conditions are to run with the land and shall be binding on all parties, or persons claiming under them, until December 31, 2014, at which time said covenants shall be automatically extended for the successive periods of ten years each; PROVIDED, HOWEVER, that after December 31, 2114, the then owners of a majority of all the Lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing, signed by the then owners of the majority of all Lots in said Addition, and duly filed of record in the Office of the County Clerk of Tulsa County, Oklahoma. However, until all Lots are sold by the developer hereof, the developer retains the right to change or amend these covenants in any way, notwithstanding the fact that such developer may own less than a majority of said Lots.

2. In the event that any person, or persons, owning a Lot or parcel within CARRIAGE CROSSING IV, City of Broken Arrow, Tulsa County, Oklahoma, or any of their successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a Lot or parcel within "CARRIAGE CROSSING IV", in the City of Broken Arrow, Tulsa County, Oklahoma, shall have the right to maintain an action at law, or in equity, against the person or persons attempting to violate any of such covenants or restrictions to prevent violation thereof or to recover damages for the violation thereof, except that the developer and the Architectural Committee members shall be immune from any such action at law, or in equity, and shall not be liable for any judgment or damages, as they have acted in good faith, for the sole benefit of the community. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any covenant or restriction, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned McKEE DEVELOPMENT CORPORATION, an Oklahoma corporation, has caused this DEED OF DEDICATION AND RESTRICTIVE COVENANTS CARRIAGE CROSSING IV to be executed by the members and attested to by its secretary and its seal affixed hereto this __ day of _____, 1994.

Deed of Dedication and Restrictive Covenants Carriage Crossing V

KNOW ALL MEN BY THESE PRESENTS:

That McKEE DEVELOPMENT CORPORATION, being the owners in fee simple of the real estate and premises hereinafter described, "CARRIAGE CROSSING V", situated in Tulsa County, State of Oklahoma, and described as follows:

The N/2 of the S/2 of the NW/4 of Section 36, T-19-N, R-14-E of the Indian Base and Meridian, City of Broken Arrow, Tulsa County, Oklahoma, according to the U.S. Government survey thereof and containing 10 acres more or less

and have caused the described realty to be surveyed, staked and platted, and has designated the same as "CARRIAGE CROSSING V", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

McKee Development Corporation does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated.

McKee Development Corporation does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including: storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided, however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and or sewer services to the area included in said plat and to any other areas.

McKee Development Corporation does further dedicate to the public the area designated on the accompanying plat as "DRAINAGE EASEMENT" and is hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from within the subdivision. Drainage facilities constructed in the restrictive drainageway areas shall be in accordance with the standard plans and specifications of the City of Broken Arrow. The drainage easement area and facilities shall be maintained by the lot owner upon which the drainage easement is located at his cost in accordance with their standards as prescribed by the City of Broken Arrow. In the event the lot owner should fail to adequately and properly maintain the drainageway area and facilities, the City of Broken Arrow or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid for by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Broken Arrow. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow, and

there will be no alteration of the grades or contours in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow, and any grading of drainage swales between lots will have the prior approval of the Architectural Committee as outlined in Section 2, Paragraph 12. The easement or any part thereof may be terminated, released, and canceled upon a resolution being adopted by the Broken Arrow City Council providing such.

McKee Development Corporation does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Broken Arrow and approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.

McKee Development Corporation does hereby establish the following provisions with respect to water and sanitary sewer service: The owner of each lot shall be responsible for the protection of the public water mains and sanitary sewer facilities within the depicted easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense: The City of Broken Arrow or its successors will be responsible for ordinary maintenance of the public water mains and sanitary sewer facilities, but the owner will pay damage for the relocation of such facilities or necessitated by the acts of the owner or his agents or contractors: The City of Broken Arrow or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities: The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successor, and the owner of the lot agrees to be bound hereby.

McKee Development Corporation, desiring to establish a uniform system of development of said property and preserving the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from the developer or remotely from any of its grantees shall be deemed to have assented thereto and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

SECTION ONE

The following covenants concerning underground electric, telephone, cable television and natural gas service, shall be enforceable by the supplier of electric, telephone, cable television and natural gas services and the owner of each lot agrees to be bound hereby.

1. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the west side of said addition. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for general utility services and

streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement ways.

2. Underground service cables to all houses described in paragraph (1) may be run from the nearest service pedestal or transformer to the point of usage determined by the location of construction of such house as may be located upon each said lot, provided that upon the installation of such service cable to a particular house, the suppliers of electric, telephone, cable television or natural gas services shall thereafter be deemed to a definite, permanent, effective and exclusive easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service line, extending from the service pedestal or transformer to the service entrance on said house.
3. The suppliers of electric, telephone, cable television and natural gas services, through its proper agents and employees shall at all times have right of access to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by them.
4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television or natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The companies will be responsible for ordinary maintenance of their underground facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.
5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the suppliers of electric, telephone, cable television or natural gas services, and the owner agrees to be bound hereby.

SECTION TWO

1. All lots in "CARRIAGE CROSSING V" shall be known and described as residential lots and shall be used for single family residences and shall conform to the R-2 Zoning District.
2. No trailer, mobile home, or modular house shall be allowed within the addition except that the developer may use a trailer as a construction office or storage facility, only during the time of construction sales. No structure shall be used for residential purposes before the completion of said structure and its compliance with all restrictive covenants.
3. No lot will be used for storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
4. No single story residential structure shall be erected or placed on any building plot which residence has a ground floor area of less than 2000 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living

area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of two (2) story or one and one-half story dwellings, the minimum ground floor area shall not be less than 1300 square feet and the second floor area not less than 800 square feet. This provision for two (2) story and one and one-half story dwellings may be modified by the written approval of the architectural committee.

5. The exterior of all structures shall be constructed of a minimum of thirty-three percent (33%) brick, stucco, or masonry; provided however, that the area of all windows and doors located in exterior walls, and the area of any gable ends and fireplace chases shall be excluded in the determination on the area of the exterior walls.
6. No structure previously used shall hereafter be moved onto any lot in the said platted addition.
7. No trailer, tent, shack, garage, barn or other out-building erected on the platted lands shall at any time be used as a residence temporarily or permanently nor shall a basement or any structure of temporary character be used as a residence.
8. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wood privacy or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet, except that the rear lot for all lots may be a 7.0 feet wood privacy fence with the approval of the Architectural Committee. Fences other than those listed must be approved by the Architectural Committee.
9. All roof shall be constructed of TAMKO – HERITAGE II SELF-SEAL CLASS A, twenty-five (25) year composition roofing shingle of weathered wood color, or equal, as approved by the Architectural Committee.
10. All one story residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. All two story and one and one-half story residences shall have a roof pitch of at least 6/12 over 75% of the total roof area. Any roof pitch of less than 4/12 is not permitted without specific written approval of the Architectural Committee.
11. All residences use a masonry constructed mailbox of a design approved by the Architectural Committee.
12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of Christopher C. McKee and one member of the Carriage Crossing Homeowners' Association, said person to be elected by said group. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plans, which plot plan shows the location and facing of each building, have been approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no

suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall be deemed as given and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into account the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage code violations. The approval or disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.

13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.
15. No buildings shall be located beyond the minimum front and side street set-backs shown on the recorded plat. In the event a building is constructed facing the minimum side street set-backs show on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on the one side of the lot and ten (10) feet on the other side. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is enclosed on the front and side so as to obstruct the view from the side of said porch.
16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the street property lines extended. The same line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
17. No structure, including patio covers and decks, or swimming pools of any kind shall be permitted in any utility, pipeline, or drainage easement.
18. Exterior antennas or dish type receivers shall not be erected on any residence or lot anywhere in the addition, without the approval of the Architectural Committee, however, small (18") dishes will be allowed with the approval of said Committee. Said small dishes MAY NOT BE mounted to the front of the home, and may not be roof mounted as such locations would be detriment to the appearance of the neighborhood. IT IS

UNDERSTOOD THAT THE ARCHITECTURAL COMMITTEE MAY NOT PROHIBIT THE USE OF SUCH ANTENNAS, BUT THAT IT MAY FULLY REGULATE AND DESIGNATE THE PERMISSIBLE LOCATION OF SUCH ANTENNAS.

19. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
20. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted. This paragraph will be governed by the Architectural Committee and enforced by the Homeowners Association.
21. No changes to the covenants will be allowed before all lots are sold without the express written consent of the developer and the Architectural Committee.
22. Subject to the provisions of Paragraph 24 thereof, all owners of Lots shall be members of the Carriage Crossing Homeowners Association.
23. The Architectural Committee and developer of Carriage Crossing V reserves the right, in their sole discretion and without joinder of any owner at any time so long as the developer owns or are owners of any lot or portion thereof, to amend, revise, or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by such committee and filed in the Office of the County Clerk, Tulsa County.
24. At any time any house constructed on a Lot has been sold and occupied, the owner(s) thereof shall become a nonvoting member on the Carriage Crossing Homeowners Association. The developer shall retain all voting rights until the sale and occupancy of all twenty-six (26) lots and homes are complete; provided that the developer may relinquish voting rights to one or more of the individual homeowners earlier, if he so chooses upon the completion of sale by the developer of all Lots in Carriage Crossing V, and the completion of construction and occupancy of the residences constructed on the same, all lot owners will forthwith become voting members of the Carriage Crossing Homeowners Association, and shall be entitled to all the benefits set forth in the bylaws thereof, and shall be subject to all responsibilities, rules and regulations thereof. At the time each Lot owner becomes a voting member of Carriage Crossing Homeowners' Association (whether by relinquishment of voting rights by the developer, or by the completion and occupancy of residences on all Lots), such owner shall thereafter pay dues to the said Homeowners' Association as required and set forth in the Bylaws thereof. Such dues will be assessed on an annual basis, but will be prorated quarterly during the first year that the Lot owner becomes a voting member, in accordance with the following schedule, based upon the date on which such Lot owner becomes a voting member: October 1 through December 31, 100% of the annual fee; January 1 through March 31, 75% of the annual fee; April 1 through June 30, 50% of the annual fee; and July 1 through September 30, 25% of the annual fee. The foregoing proration shall apply upon admission as a voting member of the first owner of each Lot, and thereafter all dues for each Lot shall be assessed on an annual basis. The developer shall not be required to pay dues for any Lot owned by him. All owners of Lots shall be subject to the Bylaws and Articles of Incorporation of Carriage Crossing Homeowners' Association as the same

exist on the date or as they may be modified or amended in the future, according to the provisions thereof; PROVIDED, HOWEVER, that provisions of such bylaws or Articles of Incorporation shall in no way negate or modify in any way, expressly or implicitly, restrictions, conditions or covenants set forth herein and, in the event of a conflict between or among the said Bylaws or Articles of Incorporation and this Deed of Dedication and Restrictive Covenants, the terms of this Deed of Dedication and Restrictive Covenants shall control. The maintenance of the fence along North 9th Street, the improvements in the "island" entry, "Reserve A", and other landscaping improvements will be the responsibility of the Carriage Crossing Homeowners' Association.

SECTION THREE

1. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, and to otherwise give maximum effect to the intent hereof. The failure of the developer, or any successor in title, to enforce any given restriction, condition or covenant at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions, conditions or covenants. In matters pertaining to the appearance of specific homes in Carriage Crossing V and the overall appearance of the Carriage Crossing V subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standards to be used in the event a covenant becomes invalid or unenforceable. All of the above covenants, restrictions and conditions are to run with the land and shall be binding on all persons claiming under them, until December 31, 2014, at which time said covenants shall be automatically extended for successive periods of ten years; PROVIDED, HOWEVER, that after December 31, 2014, the then owners of a majority of all lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing, signed by the then owners of the majority of all Lots in said Addition, and duly filed in the Office of the County Clerk of Tulsa County, Oklahoma. However, until all Lots are sold by the developer, the developer retains the right to change or amend these covenants in any way, notwithstanding the fact that such developer may own less than a majority of said lots.

2. In the event that any person, or persons, owning a Lot or parcel within Carriage Crossing V, City of Broken Arrow, Tulsa County, Oklahoma, or any of their successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a Lot or parcel within Carriage Crossing V, in the City of Broken Arrow, Tulsa County, Oklahoma, shall have the right to maintain an action at law, or in equity, against the person or persons attempting to violate any of such covenants or restrictions to prevent violation thereof or to recover damages for the violation thereof, except that the developer and the Architectural Committee members shall be immune from any such action at law, or in equity, and shall not be liable for any judgment or damages, as they acted in good faith, for the sole benefit of the community. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any other covenant or restriction, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned McKee Development Corporation, an Oklahoma corporation, has caused this Deed of Dedication and Restrictive Covenants Carriage Crossing V to be executed by the members and tested to by its secretary and its seal affixed hereto this 14th day of May, 1998.